

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF IOWA  
WESTERN DIVISION**

**ESTATE OF DOUGLAS M. WEST by the  
co-executors Douglas J. West and Mark P.  
West,**

**Plaintiff,**

**vs.**

**DOMINA LAW GROUP PC LLO;  
CHRISIAN WILLIAMS; and BRIAN  
JORDE,**

**Defendants.**

**CASE NO.**

**COMPLAINT AND JURY DEMAND**

COMES NOW, the Estate of Douglas M. West by the co-executors Douglas J. West and Mark P. West, and hereby states as follows:

**PARTIES**

1. The Plaintiff is a probate estate currently open in Arizona with an ancillary probate of a foreign will in Iowa District Court in and for Harrison County Case Number ESPR014688 and is standing in the place of Douglas M. West
2. Defendant Domina Law Group PC llo is a Nebraska corporation.
3. Defendant Christian Williams is a Nebraska resident.
4. Defendant Brian Jorde is a Nebraska resident.

**JURISDICTION AND VENUE**

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds \$75,000.00, exclusive of costs, it is between citizens of different states, and because the defendants each have certain

minimum contacts with the State of Iowa such that the maintenance of the suit in this district does not offend traditional notions of fair play and substantial justice.

6. Venue in the United States District Court for the Southern District of Iowa is proper pursuant to 28 U.S.C. § 1391(b)(2).

### **GENERAL ALLEGATIONS**

Plaintiff repleads the allegations asserted in paragraphs 1 through 6 as if fully set forth herein.

7. In September 2013, Douglas M. West retained Domina Law Group, PC llo to represent him in the Iowa District Court in and for Harrison County case number CVCV029621: Western Marketing Associates Corporation v. Douglas M. West; Douglas M. West v. Mark E. Finken and Western Marketing Associates Corporation (“WMA dispute”).
8. Brian Jorde and Christian Williams are licensed to practice law in the State of Iowa and subsequently began representing Douglas M. West in the WMA dispute on behalf of Domina Law Group, pc llo.
9. The WMA dispute centered on Western Marketing Associates Corporation and the ownership interests of and management of the company by Douglas M. West and Mark E. Finken.
10. Western Marketing Associates Corporation was incorporated under the laws of Nebraska, but had always maintained its principle place of business in Missouri Valley, Iowa.
11. Western Marketing Associates Corporation was owned equally and entirely between Douglas M. West and Mark E. Finken.
12. During the course of the ownership, Douglas M. West and Mark E. Finken entered into a “Buy-Sell Agreement” which, among other things, provided certain restrictions and

understandings for each partner regarding transferring shares and withdrawing/retiring from Western Marketing Associates Corporation.

13. Rather than pursuing a transfer of ownership interest in Western Marketing Associates Corporation or withdrawing/retiring from Western Marketing Associates pursuant to the Buy-Sell Agreement, based upon the legal advice of (and lack of lack advice of) Domina Law Group, Brian Jorde and Christian Williams, Douglas M. West pursued a judicial dissolution in the WMA dispute and effectively terminated the relevancy and applicability of the Buy-Sell Agreement.

14. Ultimately, the district court in the WMA dispute resulted in a valuation of Douglas M. West's interest in Western Marketing Associates Corporation significantly lower than what would have occurred pursuant to the Buy-Sell Agreement.

### **NEGLIGENCE**

Plaintiff repleads the allegations asserted in paragraphs 1 through 14 as if fully set forth herein.

15. During the course of the representation in the WMA dispute Domina Law Group, Brian Jorde and Christian Williams were negligent in one or more of the following respects
- a. Ailing to use the care, skill and knowledge in the representation of Douglas M. West;
  - b. In failing to represent Douglas M. West zealously within the bounds of the law;
  - c. In failing to act in the best interests of Douglas M. West; and
  - d. In giving advice to Douglas M. West without advising Douglas M. West of the relevant considerations necessary to make an informed decision this includes but is not limited to:
    - i. Not fully advising Douglas M. West of the consequences of the dissolution proceedings filed on behalf of Douglas M. West;

- ii. Not fully advising Douglas M. West of the consequences of the dissolution proceedings in conjunction with the Buy-Sell Agreement between Douglas M. West, Mark Finken and Western Marketing Associates;
  - iii. Not fully advising Douglas M. West of the consequences of the dissolution proceedings in conjunction with offers to purchase Douglas M. West ownership interest in Western Marketing Associates Corporations in conjunction with the Buy-Sell Agreement between Douglas M. West, Mark Finken and Western Marketing Associates.
16. Domina Law Group, Brian Jorde and Christian Williams's negligence was a proximate cause of the damages sustained by the Estate of Douglas M. West.
17. By reason of the negligence, the Estate of Douglas M. West has been damaged as the dissolution proceedings resulted in a valuation of Douglas M. West's ownership interest in Western Marketing Associates Corporation to be substantially lower than what would have occurred under the Buy-Sell agreement or the pursuit of pending offers to purchase Douglas M. West's ownership interest and resulted in significant and unnecessary attorneys' fees.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Estate of Douglas M. West respectfully asks this Court to enter judgment, jointly and severally, against Domina Law Group, PC llo, Brian Jorde and Christian Williams in an amount which will fully and fairly compensate the Estate of Douglas M. West, for the costs of this action, interest and for such other relief that the Estate of Douglas M. West are entitled to under law, and any other and further relief that this Court or jury may deem just and proper.

**JURY DEMAND**

The Estate of Douglas M. West hereby requests trial by jury for all claims and issues asserted herein.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Matt Sease", written in a cursive style.

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